



United States Department of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502



Greetings Prospective Offerors

Solicitation No. D11PS30294: Exclusive Use Fixed Wing Flight Services to Support the Bureau of Ocean Energy Management, Regulation and Enforcement at Deadhorse AK

The attached Request for Proposals (RFP) is to acquire fully Contractor operated and maintained flight services consisting of a turbine powered multiengine, high-wing, such as a Commander 690, Twin Otter DHC-6 or equal, and associated equipment that will be used as directed by the Department of the Interior (DOI) for use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items. The contents of the solicitation are as described in the Table of Contents.

☺☺☺ SPECIAL NOTICE

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

BACKGROUND -

The primary purpose of the contract will be to obtain fully Contractor operated and maintained exclusive use flight services to transport personnel and/or cargo in support of Government natural resource missions in Alaska. Contractor services include provisions of a turbine powered multiengine, high-wing, personnel, and all other associated equipment, as prescribed in the solicitation.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your aircraft over the contract period.

Proposals are due by 10:00 AM, May 16, 2010. Proposals received after this time and date would be subject to the conditions of **D2.5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- No Government fixed flight rates are used –offeror will submit pricing for both the availability and flight rates
- Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers (B7.3.2)
- One Automated Flight Following (AFF) system (B7.3.3)
- GPS requirements (B7.4)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission. (ORCA)

If after reading the solicitation, you find you have questions, please submit your questions in writing, they will be researched and answered via an amendment to the solicitation. Questions will be accepted until 4:00 pm April 18, 2011 and answers will be posted by close of business April 19, 2011.

Thank you

V. Michele Waters

V. Michele Waters, Contracting Officer

907-271-5021

Michele_Waters@nbc.gov

1 REQUISITION NUMBER	PAGE 1 OF 3
----------------------	-------------

<p>9. ISSUED BY</p> <p>NBC, ACQUISITION SERVICES DIVISION, BOISE BRANCH ANCHORAGE OFFICE</p> <p>4405 LEAR COURT</p> <p>ANCHORAGE, AK 99502-1032</p> <p>TEL: (907) 271-5021 ext.</p> <p>FAX: (907) 271-6446 ext.</p>	<p>CODE 00081</p>	<p>10. THIS ACQUISITION IS</p> <p><input type="checkbox"/> UNRESTRICTED</p> <p><input checked="" type="checkbox"/> SET ASIDE: 100.00% FOR</p> <p><input checked="" type="checkbox"/> SMALL BUSINESS</p> <p><input type="checkbox"/> HUBZONE SMALL BUSINESS</p> <p><input type="checkbox"/> 8(A)</p> <p>NAICS:</p> <p>SIZE STANDARD: Over 1,000</p>	<p>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</p> <p><input type="checkbox"/> SEE SCHEDULE</p> <p>13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</p> <p>13b. RATING</p> <p>14. METHOD OF SOLICITATION</p> <p><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP</p>	<p>12. DISCOUNT TERMS</p> <table border="1"> <tr> <td>10 days</td> <td>%</td> </tr> <tr> <td>20 days</td> <td>%</td> </tr> <tr> <td>30 days</td> <td>%</td> </tr> <tr> <td>days</td> <td>%</td> </tr> </table>	10 days	%	20 days	%	30 days	%	days	%
10 days	%											
20 days	%											
30 days	%											
days	%											

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
---	---

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

0a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
-------------------------------------	--

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
		V. Michele Waters	

SECTION A - REQUIREMENTS AND PRICES

TABLE OF CONTENTS

SECTION A – REQUIREMENTS AND PRICES.....	5
CONTRACT ACRONYMS.....	5
SCHEDULE OF SUPPLIES/SERVICES.....	6
A1. ITEM REQUIREMENT	6
A2. ITEM PRICING	7
SECTION B – TECHNICAL SPECIFICATIONS.....	9
GENERAL REQUIREMENTS.....	9
B1 SCOPE OF CONTRACT	9
B2 CERTIFICATIONS	9
B3 ORDER OF PRECEDENCE (SPECIFICATIONS).....	9
B4 CONTRACTS.....	9
EQUIPMENT REQUIREMENTS.....	9
B5 CONDITION OF EQUIPMENT	9
B6 AIRCRAFT EQUIPMENT REQUIREMENTS	9
B7 AVIONICS REQUIREMENTS	11
B8 RESERVED.....	13
PERSONNEL REQUIREMENTS	13
B9 PILOT REQUIREMENTS AND AUTHORITY	13
B10 PILOT QUALIFICATIONS.....	14
B11 PERSONNEL DUTY LIMITATIONS.....	14
B12 FLIGHT CREWMEMBERS DUTY AND FLIGHT LIMITATIONS	14
B13 MECHANIC REQUIREMENT	15
B14 MECHANIC QUALIFICATIONS	15
B15 MECHANIC DUTY LIMITATIONS	15
B16 RESERVED.....	16
B17 RESERVED.....	16
B18 RELIEF CREW REQUIREMENT	16
B19 RESERVED.....	16
OPERATIONS.....	16
B20 PILOT AUTHORITY AND RESPONSIBILITIES.....	16
B21 FLIGHT OPERATIONS	16
B22 SECURITY OF AIRCRAFT AND EQUIPMENT	17
B23 PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR FLIGHT OPERATIONS	17
SEE PARAGRAPHS B6.23.2 AND B6.23.3.	17
B24 TRANSPORTATION OF HAZARDOUS MATERIALS	17
B25 FUEL AND SERVICING REQUIREMENTS.....	17
AIRCRAFT MAINTENANCE REQUIREMENTS.....	17
B26 GENERAL - MAINTENANCE.....	18
B27 AIRWORTHINESS DIRECTIVES (ADs) AND MANUFACTURERS MANDATORY SERVICE BULLETINS (MMSBs).....	18
B28 MANUALS/RECORDS	18
B29 MAINTENANCE.....	18
B30 MAINTENANCE TEST FLIGHT	18
B31 TIME BETWEEN OVERHAUL (TBO) AND LIFE- LIMITED PARTS	18
B32 WEIGHT AND BALANCE	18
SECTION C – CONTRACT TERMS AND CONDITIONS.....	20
CONTRACT CLAUSES.....	20
C1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (52.212-4 JUNE 2010).....	20
C2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (52.212-5 APR 2011).....	23
ADDENDA TO CONTRACT TERMS AND CONDITIONS.....	26
C3 INSPECTION/ACCEPTANCE (52.212-4(A)), THE FOLLOWING IS ADDED:	26
C4 TAXES (52.212-4(K)), THE FOLLOWING IS ADDED	27
C5 INVOICE SUBMISSION.....	28
C6 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS	28
C7 AVAILABILITY OF FUNDS (52.232-18 APR 1984).....	28
C8 AIRCRAFT INSURANCE.....	29
C9 RESERVED	29
C10 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010).....	29
C10.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011).....	29
C11 PREWORK MEETING.....	30
C12 AUTHORITY OF GOVERNMENT REPRESENTATIVES	30
C13 CONTRACT PRICING.....	30
ADMINISTRATIVE MATTERS	30
C14 PERSONNEL CONDUCT	30
C15 SAFETY AND ACCIDENT PREVENTION.....	31
C16 MISHAPS.....	31
C17 RESERVED.....	32
CONTRACT PERIOD AND RENEWAL	32
C18 CONTRACT PERIOD	32
C19 OPTION TO EXTEND THE TERM OF THE CONTRACT (48 CFR 52.217-9, MAR 2000)	32
C20 OPTION TO EXTEND SERVICES (48 CFR 52.217-8, Nov 1999)	32
C21 EXCLUSIVE USE PERIOD	33
C22 MUTUAL EXTENSION OF EXCLUSIVE USE PERIOD	33
AVAILABILITY REQUIREMENTS	33
C23 AVAILABILITY REQUIREMENTS	33
C24 RESERVED.....	33
C25 MAINTENANCE DURING AVAILABILITY PERIOD	33
C26 UNAVAILABILITY AND DAMAGES	33
MEASUREMENT AND PAYMENT	33
C27 DAILY AVAILABILITY	33
C28 FLIGHT TIME.....	34
C29 MOBILIZATION/DEMobilIZATION.....	34
C30 ADDITIONAL PAY ITEMS (FROM SCHEDULE OF ITEMS)	34
C31 GOVERNMENT MISCELLANEOUS CHARGES	35

SECTION A - REQUIREMENTS AND PRICES

EXHIBITS.....	35
SECTION D – INSTRUCTIONS TO OFFERORS.....	42
INTRODUCTION	42
D1. GENERAL INFORMATION	42
INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [TAILORED SEPT 2005]	42
D2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD	42
D3 PROPOSALS	42
D4 OFFER CONTENTS	42
D4.8 PERIOD FOR ACCEPTANCE OF OFFERS	42
D5 LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS	42
D6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER).....	42
D7 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)	43
(2) ON THE DATE SPECIFIED FOR RECEIPT OF PROPOSAL REVISIONS.	43
EVALUATION OF PROPOSALS.....	44
D8 OFFER ACCEPTABILITY	44
D9 EVALUATED PRICE.....	44
D10 AIRCRAFT PAYLOAD AND CAPABILITY	44
D11 OFFEROR CAPABILITY.....	44
D12 TRADEOFF ANALYSIS AND CONTRACTOR SELECTION	45
D13 NOTICE OF AWARD	45
SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS	46
SECTION E EXHIBITS	52

SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
 ACETA Aerial Capture Eradication and Tagging of Animals
 AD Airworthiness Directive
 AMD Aviation Management Directorate
 A&P airframe and power plant
 APCO Association of Public-Safety Communications Officials
 ASM Aviation Safety Manager
 ASO Aviation Safety Office
 ASTM American Society for Testing and Material
 ATC air traffic control
 CFR Code of Federal Regulations
 CO Contracting Officer
 COR Contracting Officer's Representative
 COTR Contracting Officer's Technical Representative
 CFR Code of Federal Regulations
 CTCSS continuous tone coded squelch system
 DM degrees/minutes/decimal minutes
 DOI Department of Interior
 DOT Department of Transportation
 ELT emergency locator transmitter
 EPA Environmental Protection Agency
 ERG Emergency Response Guidebook
 FAA Federal Aviation Administration
 FAR Federal Acquisition Regulations
 FS Forest Service
 FTR Federal Travel Regulations
 GVW gross vehicle weight
 GPM gallons per minute
 GPS global positioning system
 HIGE hover-in-ground effect
 HOGE hover-out-of-ground effect
 IAT interagency aviation training
 ICAO International Civil Aviation Organization
 ICS intercom system
 IFR instrument flight rules
 IP Institute of Petroleum
 MMSB Manufacturer's Mandatory Service Bulletins
 NBC National Business Center
 NFPA National Fire Protection Association
 NTSB National Transportation Safety Board
 NWCG National Wildfire Coordinating Group
 PA public address system
 PFD personal flotation device
 PIC pilot-in-command
 PPE personal protective equipment
 PSD plastic sphere dispenser
 PSI pounds per square inch
 PTT push to talk
 RFP Request for Proposals
 RPM revolutions per minute
 SFI Safety Foundation Incorporated

STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures
TBO	time between overhaul
TSO	technical service order
UL	Underwriter's Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

D11PS30294

SCHEDULE OF SUPPLIES/SERVICES

A1. ITEM REQUIREMENT

ITEM DESCRIPTION

Aircraft Required:

Turbine-powered, multiengine, high-wing, airplane.

Bureau:

Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE).

Crew Complement Required:

One (1) pilot-in-command (PIC) qualified pilot, and one (1) second-in-command (SIC) qualified pilot.

Designated Base:

Deadhorse, AK.

Performance Period:

1 August 2011 through 20 October 2011.

Minimum Aircraft Requirements:

Must have a Standard Airworthiness Certificate.

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

IFR/VFR, Day/Night and approved for known ice.

Seating for pilots plus four (4) passengers.

Payload 700 pounds.

Endurance five (5) hours plus 45-minute reserve in survey configuration: Two pilots (200 pounds each), 25-pound survival kit, all equipment as required in Section B, and 700-pound payload at 120 knots indicated airspeed and 1,000 feet above sea level.

Stall speed, clean, not greater than 80 knots indicated speed.

Vmc air not greater than 90 knots indicated airspeed.

Two (2) bubble observation windows for passengers, one on each side of the aircraft.

Target Aircraft:

Commander 690A, Twin Otter DHC-6 or equivalent.

SECTION A - REQUIREMENTS AND PRICES

A2. ITEM PRICING

OFFERORS SHOULD COMPLETE SHADED SECTIONS ONLY

DESIGNATED BASE Deadhorse, Alaska	USE PERIOD August 1, 2011 thru October 20, 2011
---	---

OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2011 1.a.	1 st YR - August 1, 2011 thru October 20, 2011 Price per flight hour for estimated flight hours	FT (Dry Rate)	ESTIMATED 243	FLIGHT HOURS	\$	\$
2011 1.b.	Price per day for availability	AV	ESTIMATED 81	DAYS	\$	\$
BASE YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1st year, 2011						\$

2012 2.a.	2 nd YR - August 1, 2012 thru October 20, 2012 Price per flight hour for estimated flight hours	FT (Dry Rate)	ESTIMATED 243	FLIGHT HOURS	\$	\$
2.b.	Price per day for availability	AV	ESTIMATED 81	DAYS	\$	\$
1st OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 2nd YEAR, 2012						\$

2013 3.a.	3 rd YR - August 1, 2013 thru October 20, 2013 Price per flight hour for estimated flight hours	FT (Dry Rate)	ESTIMATED 243	FLIGHT HOURS	\$	\$
3.b.	Price per day for availability	AV	ESTIMATED 81	DAYS	\$	\$
2nd OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 3RD YEAR, 2013						\$

2014 4.a.	4 th YR - August 1, 2014 thru October 20, 2014 Price per flight hour for estimated flight hours	FT (Dry Rate)	ESTIMATED 243	FLIGHT HOURS	\$	\$
4.b.	Price per day for availability	AV	ESTIMATED 81	DAYS	\$	\$
3rd OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 4th YEAR, 2014						\$

ITEM 1 - ESTIMATED TOTAL PRICE – FOUR YEARS						\$
--	--	--	--	--	--	----

* The Governments intends to pay for all fuel costs from the beginning of each order starting at Deadhorse Alaska, until the contractor is released. The contracted aircraft shall start the use period fully fueled and will be released fully fueled.

SECTION A - REQUIREMENTS AND PRICES

5.	VARIABLE PAY ITEMS	AMD-23 PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
d.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
e.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
f.	Fuel Cost	FC	INDEFINITE	EACH	Actual Cost
g.	Landing Fees	LF	INDEFINITE	EACH	Actual Cost

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain flight services to support transportation of personnel and/or cargo in support of natural resource management activities, aerial surveys, and administrative and related activities as directed by the Government. Operations are in support of marine wildlife surveys along Alaskan coastal areas to include operations in the Beauford Sea. The surveys are flown offshore along coastline in proximity to headlands with significant turbulence. This survey typically is flown at 1,500 feet above sea level and at 110 knots indicated airspeed.

B1.2 The Government and Contractor must establish an effective working relationship to complete this contract successfully. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.4 Aircraft furnished under this contract may be required to fly offshore of Canada between 140 and 141 W but will not be required to land in Canada except in emergencies..

B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 A Title 14 of the Code of Federal Regulations (CFR) Federal Aviation Administration (FAA) Air Carrier Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (i.e., airplane, multiengine, visual flight rules (VFR), instrument flight rules (IFR), day/night, passengers, and cargo).

B2.1.1 FAA issued operations specifications authorizing operations in Alaska, off shore up to 140 nautical miles over the Beauford Sea and long range Class II navigation.

B2.2 The aircraft shall be identified as required by 14 CFR Part 121.135(b)(7), Part 135.63(a)(3) or Operations Specifications Part D, "Aircraft Listing," as appropriate. Aircraft shall be fully equipped to carry the number of passengers offered in accordance with the standards of 14 CFR Part 121 or 135 as appropriate.

B2.3 The contract aircraft must have a Standard Airworthiness Certificate and have engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder. Installation of any equipment required by this contract must be FAA approved.

B2.4 The Contractor's FAA-approved training program must include provisions for training crewmembers in their respective positions: pilot-in-command (PIC) and second-in-command (SIC).

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) NBC AMD supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a complete current and printed copy of the contract with all modifications, in each contract aircraft throughout the performance period.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished aircraft and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

SECTION B – TECHNICAL SPECIFICATIONS

Any aircraft, provided for use under this contract must be equipped with items as shown below:

B6.1 Current aeronautical charts covering area of operations for IFR and VFR navigation.

B6.2 Reserved.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Shoulder harness with automatic or manual-locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point, metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Fire extinguisher(s), required by 14 CFR, for the purposes of this contract, must be a handheld bottle, minimum 2-B-C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's operations manual.

B6.7 The aircraft must be equipped in accordance with 14 CFR Parts 91 and 135 for carrying passengers day and night and in VFR and IFR conditions. Aircraft will be certified to fly in known icing conditions.

B6.8 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.9 The aircraft shall have, in addition to the anti-collision light system requirements of 14 CFR Part 135.159, either two high visibility white strobe lights (one above and one below the fuselage), or a wing tip and tail strobe system (3 point system).

B6.10 High-visibility, pulsating, forward facing, conspicuity lighting.

B6.11 Reserved.

B6.12 Cabin heater and window defogger.

B6.13 Reserved.

B6.14 A first aid kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.15 A survival kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations.

B6.15.1 In addition to the survival kit in B6.15, the following survival gear will be supplied and carried on board when operating in areas and times of year that present Arctic survival conditions:

1. Minus 40 degrees Fahrenheit sleeping bags and pad for each occupant.
2. Tent or tents to accommodate all occupants.
3. Cold weather stove, cookware, and fuel.
4. Food or rations for cold weather survival.
5. Shotgun and ammo.

B6.16 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tiedown in cabin and baggage compartment area.

B6.17 Reserved.

B6.18 Reserved.

B6.19 Power requirements. The Contractor shall furnish 115 VAC, 60 cycles, terminated in an AC receptacle (household style with ground prong hole) with ability to plug in two electrical cords, located near the table required in B6.22. The total load requirement will be approximately 5 amps.

B6.20 Survey equipment installed.

B6.20.1 Survey equipment and accessories. The following equipment shall be FAA approved, installed and maintained in accordance with all provisions of 14 CFR 43.

B6.20.2 Bubble observation windows. Two bubble-type observation windows are required in the cabin, (one each side of the cabin), which provide unrestricted downward and forward visibility. The bubble windows shall be free of scratches, cracks, crazing, haze, distortion and repairs. The bubble windows will only be used during unpressurized flights below 14,000 feet PA.

B6.20.2.1 The bubbles shall extend a minimum of 5 inches outward from the fuselage exterior on the left side and 6½ inches on the right. The bubbles shall be fitted, contoured, and attached to the full size of the window opening allowing only a reduction necessary to accommodate the structure.

B6.20.2.2 Each bubble window shall be equipped with a defogging vent and duct blower. The defogging air source shall be ducted from the cabin heat system.

B6.21 Additional survey equipment and accessories.

B6.21.1 The following equipment shall be installed and maintained in accordance with all provisions of 14 CFR 43 except FAA approval requirements of 14 CFR 43.9 and 43

SECTION B – TECHNICAL SPECIFICATIONS

Appendix B as required by Subsections B1.2 and B2.1 of the specifications.

B6.21.2 The Contractor shall furnish documentation of construction and installation for required Contractor-furnished special survey equipment and accessories, in accordance with the standards of 14 CFR Part 43, AC 43.13-1A and AC 43.13-2A.

B6.21.3 Aircraft industry quality parts and materials shall be used in the construction and installation of this equipment.

B6.21.4 If the aircraft requires additional fuel to meet the endurance specified in the Section A requirements of the contract, the Contractor shall furnish a 100-gallon, minimum, auxiliary fuel tank system. The system will be comprised of a totally FAA-approved external wing-mounted system.

B6.22 Data entry station.

B6.22.1 Data entry station. The Contractor shall install a desk at the data entry station located behind one of the bubble window stations.

B6.22.2 At the data entry station, the Contractor shall furnish one tabletop measuring approximately 18 inches long by 26 inches wide. This area will be utilized for the laptop computer and keyboard.

B6.23 Operations while in extended overwater areas.

The operations specifications of the Contractor must allow extended overwater operations for aircraft that will be operated in areas designated or determined to be extended overwater. The overwater equipment requirements of Federal Aviation Regulations (FAR) 135.167 must also be met.

Note: Extended overwater operations as defined by FAR 1.1 with respect to airplanes is any operation over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline.

B6.23.1 Liferaft. The Contractor shall furnish a liferaft(s) rated for a total of six occupants (not overloaded). The raft(s) shall meet TSO C-70a Type II standards and also the extended overwater requirements of 14 CFR Part 135.167. The raft(s) shall provide a full canopy system with ballast bottom and self-erecting. The raft(s) location shall be readily accessible for deployment from the main cabin door. The life raft must contain a 406 MHz ELT.

B6.23.2. Life preservers. A life preserver shall be provided for each occupant on board the aircraft. The life preserver shall have dual inflation bladders (TSO-C13f or equal). Each life preserver must have a water-activated light attached to

vest (TSO-C85). The location of life preservers must be conspicuously marked and easily accessible to the occupants.

B6.23.3 Survival suits. The Contractor shall furnish, for each flight crewmember, a survival suit, "Fitz Wright" dry flight suit, or equal (2 total). Survival suits shall be readily available to occupants of multiengine aircraft when conducting extended over water operations and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7.2. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.1.2 In addition to any requirements specified herein, each aircraft must be equipped with all radio and navigation equipment for extended overwater or IFR operations as specified in 14 CR 135.165.

B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems"; and Chapter 12, "Aircraft Avionics Systems"; as well as AC 43.13-2A Chapter 1, "Structural Data"; Chapter 2, "Radio Installation"; and Chapter 3, "Antenna Installation" is required.

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be registered with NOAA,

SECTION B – TECHNICAL SPECIFICATIONS

and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each having a minimum of 760 channels covering 118.000 to 136.975 MHz, both with channels selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. Each transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot.

B7.3.3 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

B7.3.3.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.3.2 AFF communications must be fully operational in all areas of operation. Some Bluesky, Northern Airborne, and Skyconnect systems will not work in Alaska. Therefore, an Iridium-based system is required.

B7.3.3.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Applications Support Desk (ASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the ASD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the ASD of system changes, scheduled maintenance, and planned service outages.

B7.3.3.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.3.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF system requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.3.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B7.3.4 Satellite Telephone (SatPhone) system. The Contractor must furnish a SatPhone system which performs in all areas of operation. The system must be maintained by the Contractor and feature the following capabilities:

B7.3.4.1 The SatPhone must have a panel-mounted dialer/adaptor with touchtone keypad and LED (or equivalent) display must be located in the cockpit in such a manner as to provide direct viewing by both the PIC and SIC. The SatPhone system must be interfaced to the aircraft's AFF system described above. The dialer/adaptor display must show both system status and satellite signal reception strength. The Satphone system must be powered by the aircraft's electrical system, and have a fuselage-mounted, external antenna.

B7.3.4.2 The SatPhone system must have the capability of storing a minimum of 10 preset phone numbers for speed dialing. The SatPhone must be interfaced to the aircraft's audio control system(s) in such a manner that it may be utilized via the same microphones and headphones as used for radio operations.

B7.4 Navigational Systems

B7.4.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.

B7.4.2 One permanently installed, panel-mounted Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA approved (or approval

SECTION B – TECHNICAL SPECIFICATIONS

pending). Handheld and/or marine type equipment is not acceptable.

B7.4.2.1 The GPS must be approved for IFR Navigation under TSO-C129.

B7.4.3 One glideslope (GS) system, with a minimum of 20 receive channels.

B7.4.4 One marker beacon receiver system with three-light indicator.

B7.4.5 One Automatic Direction Finder (ADF) receiver system, with indicator, covering the frequency range of 200 to 1,699 kHz as a minimum.

B7.5 Audio Systems

B7.5.1 An audio control system must be installed for use by the pilot and copilot. The system must provide controls for selection of the receiver audio outputs and transmitter microphone/PTT inputs of each installed transceiver, the ICS, and PA system (if installed), and must also provide audio level controls for the adjustment of both ICS and receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Whenever a transmitter is selected, the companion receiver audio must automatically be selected. Transmitter sidetone audio must be provided for the user as well as at the other position(s) for cross-monitoring.

B7.5.1.2 Receiver audio selection and operation. Separate controls must be provided for selection of audio from one or any combination of available receivers. The audio output must be free of distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The controls of the audio system must be located conveniently for use. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An intercommunications system (ICS) must be provided for the pilot, copilot, and all (a minimum of four) aft cabin passenger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the audio level at any position must not affect the level at any other position. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Microphones, PTT's, & Jacks

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

B7.5.3.1 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.2 Push-to-talk (PTT) operation: separate PTT switches must be provided for radio transmitter and ICS microphone operation at the pilot and copilot positions. The pilot's and copilot's PTT switches must be mounted on the control yoke. NOTE: PTT switches other than those mounted on the flight controls must be furnished at the copilot position if a passenger should occupy that seat. The PTT switches for each of the two spotter positions must be mounted on the cord to the earphone/microphone connector. If a voice-activated (VOX) ICS system is provided, ICS PTT switches are not required.

B7.5.3.3 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs.

B7.6 Other Avionics

B7.6.1 One ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215(a)(b) and tested and inspected per 14 CFR 91.413.

B7.6.2 One autopilot system for single pilot IFR operation per 14 CFR 135.105.

B7.6.3 The aircraft must additionally be equipped with all FAA-required equipment required for IFR operations, as well as other applicable FAA requirements; e.g., TCAS, TAWS, weather radar, etc.

B7.6.4 One underwater acoustic beacon (Pinger) must be installed in the aircraft. The Pinger must be water-activated, mounted to the aircraft's airframe, must meet or exceed the requirements of FAA TSO-C121, and must be maintained in accordance with the manufacturer's specifications (Dukane Corp. Models DK100, DK120, or equal).

B8 Reserved

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

B9.1 The Contractor must furnish two pilots for each day the aircraft is required to be available. The PIC must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

SECTION B – TECHNICAL SPECIFICATIONS

B9.2 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B9.3 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval. This form can be found on the AMD website at <http://amd.nbc.gov>

B9.4 This contract requires that pilots meet special use eligibility and requirements for resource reconnaissance. Pilots who have not been previously carded for this operation must receive a flight evaluation in accordance with Section C of this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B9.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized.

B10 Pilot Qualifications

B10.1 Minimum PIC Qualifications

B10.1.1 The PIC shall have an FAA Commercial Pilot certificate with a type rating (if required) for the contracted aircraft.

B10.1.2 The PIC shall hold a current second class medical certificate issued under provisions of 14 CFR 67.

B10.1.3 The PIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293a and b) for the make and model offered in this contract, an instrument proficiency check (14 CFR 135.297) and a line check (14 CFR 135.299); or 14 CFR 121 equivalents. These flight checks must be kept valid throughout the contract period.

B10.1.4 PICs shall have logged minimum flying time as pilot-in-command (PIC) as follows:

B10.1.4.1	2,500 hours	Total pilot time.
B10.1.4.2	2,000 hours	PIC, airplanes.
B10.1.4.3	200 hours	PIC category and class to be flown.

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

B10.1.4.4	100 hours	PIC night flying to include the recent flight experience requirements of FAR 61.57(d).
B10.1.4.5	75 hours	PIC actual or simulated instrument flight time (including 50 hours in flight).
B10.1.4.6	100 hours	flying marine mammal surveys
B10.1.4.7	500	flying hours in Alaska.
B10.1.4.8	250 hours	PIC large airplane when applicable. (12,500 pounds certificated gross takeoff weight or more.)
B10.1.4.9	100 hours	PIC turbo prop.
B10.1.4.10	200 hours	PIC over typical terrain: Extended over water, Arctic Ocean, Aleutian Chain, Arctic Coastal Environment, or other similar flying experience subject to the approval of the Contracting Officer.
B10.1.4.11	50 hours	PIC in make and model of aircraft to be used on this contract. (25 hours if the pilot has attended a formal training course which includes ground school for the make and model and a flight check.)
B10.1.4.12	100 hours	Total time in category, preceding 12 months.
B10.1.4.13	10 hours	PIC class in the preceding 60 days.

B10.2 Minimum SIC Qualifications.

B10.2.1 Pilots acting as second-in-command (SIC) must meet the following requirements.

- Hold an FAA commercial certificate.
- Hold an FAA instrument rating-airplane.
- Hold the appropriate FAA certificate in category and class of the aircraft to be flown.
- Meet requirements of 14 CFR Part 61.55 and 61.56.
- Qualified in accordance with the Contractor's Air Carrier Certificate.

B11 Personnel Duty Limitations

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12 Flight Crewmembers Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. Duty includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight

SECTION B – TECHNICAL SPECIFICATIONS

crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B12.2.3 Pilot flight time computations will in accordance with 14 CFR Part 1.1.

B12.2.4 Flight crewmembers must be limited to the following restrictions that fall within their duty hour limitations:

B12.2.4.1 A maximum of 10 hours flight time for a flight crew consisting of two pilots during any assigned duty period.

B12.2.4.2 A maximum of 50 hours flight time during any consecutive 6-day period. When a pilot acquires 40 or more flight hours in a consecutive 6-day period, the pilot shall be given the following one calendar day off (24 hours in Alaska) for rest, after which a new 6-day cycle shall begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

B13 Mechanic Requirement

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

A mechanic (other than the pilot) must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. The mechanic does need to remain at the designated base, but be available when aircraft maintenance is required or needed.

B14 Mechanic Qualifications

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the COTR. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining the same category (i.e. airplane/rotorcraft) of aircraft specified in this contract, (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained an aircraft of the same make and model as the contract aircraft for at least 3 months.

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC Aviation Management-approved Contractor's training program for the same make and model of contract aircraft or show evidence that he/she has 12 months' maintenance experience on an aircraft of the same make and model as the contract aircraft.

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated;

SECTION B – TECHNICAL SPECIFICATIONS

or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his/her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B15.6 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations will apply.

B16 Reserved

B17 Reserved

B18 Relief Crew Requirement

B18.1 No relief personnel required.

B19 Reserved

OPERATIONS

B20 Pilot Authority and Responsibilities

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo.

The contract pilot:

B20.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B20.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B20.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo

B20.4 Must calculate aircraft performance to include:

- a. Takeoff, accelerate stop and landing distances required vs. runway available.
- b. Single engine climb performance. Aircraft must be loaded and configured to provide at least a positive single engine climb gradient on takeoff.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).

B20.5 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications as appropriate.

B20.6 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B20.6.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B20.6.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B20.6.3 The pilot does not accomplish scheduled maintenance such as 50- and 100-hour inspections. Any maintenance performed will be recorded in accordance with section B29.

B21 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B21.1 Reserved.

B21.2 Manifesting. The pilot-in-command (PIC) must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B21.3 Passenger briefings. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT)
- c. First aid kit

SECTION B – TECHNICAL SPECIFICATIONS

- d. Personal protective equipment
- e. Gear and cargo security

B21.4 Reserved.

B21.5 Day/night use. Both day and night flight may be required by this contract.

B21.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B21.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals shall not exceed 1-hour intervals under normal circumstances.

B21.8 Smoking will not be allowed in the aircraft.

B21.9 The pilot must remain at the flight controls while the engine(s) are running.

B21.9.1 Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.

B21.10 The Contractor shall designate one PIC as the aircraft's mission commander in writing prior to flight.

B21.11 Both pilots shall be at their designated flight positions during all takeoffs, landings, and IFR.

B22 Security of Aircraft and Equipment

B22.1 The Contractor is responsible for the security of their contract aircraft, vehicles, and associated equipment at all times.

B22.2 Physical security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to prevent unauthorized use of the aircraft is acceptable provided the devices are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B22.3 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B22.4 Unacceptable locking devices and security methods are:

Locking aircraft doors
Fenced or gated parking area

B23 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

See paragraphs B6.23.2 and B6.23.3.

B24 Transportation of Hazardous Materials

The Contractor will not be required to transport hazardous materials.

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

B25.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25. The Contractor must keep the fuel delivery ticket through the period.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 Government personnel are not on board the aircraft during refueling operations.

B25.2.2 Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B25.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

AIRCRAFT MAINTENANCE REQUIREMENTS

SECTION B – TECHNICAL SPECIFICATIONS

B26 General - Maintenance

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B27 Airworthiness Directives (ADs) and Manufacturers Mandatory Service Bulletins (MMSBs)

B27.1 The Contractor must comply with MMSBs and FAA ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required..

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's procedures manuals as outlined in 14 CFR Part 135.21 along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

B29.1 All maintenance including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B31 Time Between Overhaul (TBO) and Life-Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply at the time of the initial agency inspection a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 36 calendar months preceding the starting date of the contract or renewal period and following any major repair, major alteration, or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items that may be easily removed or installed for aircraft configuration changes

SECTION B – TECHNICAL SPECIFICATIONS

(seats, radios, special mission equipment, etc.) must also be listed including the name, the weight, and the arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 June 2010)

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#),

SECTION C – CONTRACT TERMS AND CONDITIONS

Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

SECTION C – CONTRACT TERMS AND CONDITIONS

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on

SECTION C – CONTRACT TERMS AND CONDITIONS

inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

(End of clause)

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 APR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

☒ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101](#) note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

SECTION C – CONTRACT TERMS AND CONDITIONS

☐ (8) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

☐ (9) [Reserved]

☒ (10)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-6](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-6](#).

☐ (11)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).

☒ (12) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☐ (13)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

☐ (ii) Alternate I (Oct 2001) of [52.219-9](#).

☐ (iii) Alternate II (Oct 2001) of [52.219-9](#).

☐ (iv) Alternate III (Jul 2010) of [52.219-9](#).

☒ (14) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

☐ (15) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

☐ (16)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of [52.219-23](#).

☐ (17) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

☐ (18) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

☐ (19) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

☒ (20) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

☒ (21) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

☐ (22) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

☒ (23) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

☒ (24) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

☒ (25) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

☒ (26) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (27) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

☒ (28) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

☒ (29) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).

☐ (30) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☐ (31) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

☐ (32)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (33) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

☐ (34)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of [52.223-16](#).

☐ (35) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

☐ (36) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

☒ (37)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of [52.225-3](#).

☐ (iii) Alternate II (Jan 2004) of [52.225-3](#).

☐ (38) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

SECTION C – CONTRACT TERMS AND CONDITIONS

☐ (39) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (40) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

☐ (41) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

☐ (42) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

☐ (43) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

☐ (44) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

☐ (45) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

☐ (46) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

☐ (47) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

☐ (48)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

☐ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

☒ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

☒ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

☐ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

☐ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, BOEMRE – Turbine-powered multiengine, high wing Location: Deadhorse, AK

Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

☐ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

☐ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

☐ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251](#) note)).

SECTION C – CONTRACT TERMS AND CONDITIONS

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (52.212-4(a)), the following is added:

C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.3 Approved aircraft and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

C3.1.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.4 If the COTR determines any aircraft/ equipment/ personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing

SECTION C – CONTRACT TERMS AND CONDITIONS

may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.2 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Resource reconnaissance
Extended over water flight

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be

accomplished as permitted by the COTR's schedule. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C3.5.3 Government user time. Costs will be based upon actual employee time and hourly salary expense.

C4 Taxes (52.212-4(k)), the following is added

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov.

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

SECTION C – CONTRACT TERMS AND CONDITIONS

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

C5 Invoice Submission

C5.1 The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the contract, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of contract award.

C5.2 Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration. Services provided must be shown on a daily basis.

C6 Contractor Personnel Security Requirements

C6.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C6.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C7 Availability of Funds (52.232-18 APR 1984)

SECTION C – CONTRACT TERMS AND CONDITIONS

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C8 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, or Canadian equivalent, during contract performance.

C9 Reserved

C10 Notice of Contractor Performance Assessment Reporting System (July 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or

final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C10.1 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Jan 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the

SECTION C – CONTRACT TERMS AND CONDITIONS

Central Contractor Registration database at <http://www.ccr.gov>.

a)(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

C11 Prewrite Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting designated base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

C12 Authority of Government Representatives

C12.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO is authorized under any circumstances to:**

C12.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C12.1.2 Obligate in any way the payment of money by the Government.

C12.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C12.1.4 Terminate, for any cause, the Contractor's right to proceed.

C12.2 Contracting Officer's Technical Representative (COTR) is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. The COTR for the contract will be appointed at the time of award.

C12.3 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations.

C12.4 Contracting Officer's Representative (COR) is authorized to take any or all actions with respect to administrative functions. The COR for the contract will be appointed at the time of award.

C13 Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

ADMINISTRATIVE MATTERS

C14 Personnel Conduct

C14.1 Replacement of Contractor Personnel

C12.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C14.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C14.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C14.2 Suspension of Pilot

C14.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C14.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C14.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

SECTION C – CONTRACT TERMS AND CONDITIONS

C14.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C15 Safety and Accident Prevention

C15.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C15.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C15.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C15.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C15.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C15.3.2 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit. (See Section C)

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C15.3.3 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C15.3.4 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibits.

C16 Mishaps

C16.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C16.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C16.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C16.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C16.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C16.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C16.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C16.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C16.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

SECTION C – CONTRACT TERMS AND CONDITIONS

C16.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C16.3 Forms Submission

C16.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C16.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

C16.4 Pilot Suspension

See Suspension of Pilot clause C10.2.

C16.5 Preservation Requirements

C16.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C16.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C16.6 Mishap Investigations

C16.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C16.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C16.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C16.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C17 Reserved

CONTRACT PERIOD AND RENEWAL

C18 Contract Period

C18.1 The contract period will be from date of award through October 20, 2011, unless otherwise extended as allowed herein.

C18.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth in this contract. No adjustment will be made to the start and/or end date specified above as a result of the actual inspection and approval or work dates.

C18.3 Aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government for the period of use until released.

C19 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

C20 Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of

SECTION C – CONTRACT TERMS AND CONDITIONS

revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C21 Exclusive Use Period

C21.1 The exclusive use period will extend for 81 calendar days. The exclusive use period will start on the following:
August 1, 2011

C21.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C21.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least 20 days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C21.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than 20 days in advance of the intended start date must be mutually agreed upon.

C21.1.3 The date determined according to the following paragraph.

C21.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C21.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C21.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

C22 Mutual Extension of Exclusive Use Period

Upon mutual agreement by the parties, the CO will modify the contract to extend the exclusive use period on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each

overnight for each authorized crew member while operating at the designated or an alternate base.

AVAILABILITY REQUIREMENTS

C23 Availability Requirements

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C24 Reserved

C25 Maintenance During Availability Period

C25.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C25.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C26 Unavailability and Damages

C26.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C26.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

MEASUREMENT AND PAYMENT

C27 Daily Availability

SECTION C – CONTRACT TERMS AND CONDITIONS

Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C28 Flight Time

C28.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C28.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C28.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C28.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C29 Mobilization/Demobilization

C29.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C29.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C29.3 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base

stipulated in Section A will result in a decrease to the Contractor.

C30 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C30.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C30.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C30.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to re-submit payment for the appropriate FTR specified rate.

NOTE: Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C30.1.1.2 No lodging receipts are required to support the subsistence claim.

C30.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C30.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C30.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

SECTION C – CONTRACT TERMS AND CONDITIONS

STANDARD

Meals and Incidental Expense: \$76.00
Lodging: \$159.00
Total: \$235.00

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

HIGH RATE

For current Alaska FTR per diem rates see Internet site
<http://perdiem.hqda.pentagon.mil/perdiem/>.

C30.2 Reserved

C30.3 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C30.4 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

EXHIBITS

The following exhibits are enclosed and made part of this solicitation:

Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- Interagency Pilot Qualification and Approval Record

Section C

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are included below for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items (includes Alaska)				
Each kit must be in a dust-proof and moisture-proof container.				
The kit must be readily accessible to the pilot and passengers.				
Item	0-9	10-50	Passenger Seats	Passenger Seats
Adhesive bandage strips, (3 inches long)			8	16
Antiseptic or alcohol wipes (packets)			10	20
Bandage compresses, 4 inches			2	4
Triangular bandage, 40 inches (sling)			2	4
Roller bandage, 4 inches x 5 yards (gauze)			2	4
Adhesive tape, 1 inch x 5 yards (standard roll)			1	2
Bandage scissors			1	1
Body fluids barrier kit:			1	1
		2 pair latex gloves		
		1 face shield		
		1 mouth-to-mouth barrier		
		1 protective gown		
		2 antiseptic towelettes		
		1 biohazard disposable bag		
NOTE: Splints are recommended if space permits.				

Minimum Aircraft Survival Kit Items (Includes Alaska)	
-Matches (two boxes in waterproof containers)	-Signal Mirror
-Magnesium fire starter	-Signal flares (6 each)
-Space blankets (one per occupant)	-Candles (5 each)
-Whistle	
-One knife (includes “multi-tools” with knives)	
-One axe, hatchet	
-Nylon rope or parachute cord (50 feet)	
-Collapsible water container (sealing clear plastic bags(s))	
-Water purification tablets	
-Mosquito repellent containing DEET	
-Mosquito headnet for each occupant (1)	
-Water (one quart per occupant required except when operating over areas with adequate drinking water)	
-Food (each occupant sufficient to sustain life for a week)	
-Personal Locator Beacon (PLB) (Required only if aircraft ELT requires tools to be removed)	
<u>October 15 to April 1</u>	
- One pair of snowshoes	-One Wool blanket or equivalent for each occupant
- One sleeping bag	over the 4 years old

SECTION C - CONTRACT TERMS AND CONDITIONS



OFFICE OF AIRCRAFT SERVICES



INTERAGENCY AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD

Contract No. _____

Rental Agreement No. _____

Name: Last	First	MI	Date of Birth	Home Telephone
Home Address			City, State & Zip Code	
Employed By	Address	Telephone	Employed Since	
Previous Employer	Address	Telephone	Period Employed	
Medical Certificate: Class _____ Date _____ Limitations _____	Airman Certificate: No. _____ ATP _____ Coml _____ Instrument _____ SEL _____ MEL _____ SES _____ MES _____ CFI _____ Type Ratings _____		Aircraft to be Flown On This Contract: _____	Total PIC Hours In Make/Model _____

Total Pilot Time	
Pilot-in-Command (PIC), Airplane	
PIC, Single-Engine Airplane	
PIC, Multiengine Airplane	
PIC, Seaplane	
PIC, Cross-Country	
PIC Night	
Instrument Simulator or "Hood"	
PIC "Actual Weather"	
PIC Airplane: Last 12 Months	
PIC Airplane: Last 90 Days	
PIC "Fire Surveillance" Ops.	
PIC "Low-Level" Ops. (<800' AGL)	
PIC "Animal/Fowl Surveillance" Ops.	
PIC Aircraft over 12,500 ft. Gr. Wt.	
PIC "Typical Terrain" (Over Mtns, Etc.)	
PIC Airtanker/Dispensing Ops.	
PIC Turbo Prop Airplanes	
PIC Jet Airplanes	
PIC Turbine Powered Aircraft	
Takeoff/Landings Last 90 Days	
Night Takeoff/Landings Last 90 Days	

Other Aircraft for Which Pilot is Current for "Part 135" Operations:

Make/Model: _____

Total PIC: _____

PART 135 FLIGHT CHECK (Attach Info Copy)
(135 Flight Checks Must Cover Type of Operations Required by Contract)

Date	Make/Model/Alt.	Total PIC in Make/Model	Type Flight Check:
_____	_____	_____	VFR () IFR () IFR W/AP ()
_____	_____	_____	VFR () IFR () IFR W/AP ()
_____	_____	_____	VHF () IFR () IFR W/AP ()

Date of Previous Agency Card Approval _____ Aircraft Accidents/FAA Violations Last 5 Years _____
OAS _____ USFS: _____ / No / Yes (Attach Date & Explanation)

Date of Last Agency Flight Check _____ Previous OAS or USFS Card Denied, Suspended, or Revoked? _____
OAS _____ USFS: _____ / No / Yes (Attach Explanation)

Airtanker Operations Only:
Date Last PIC IFR Check in Type _____ Date Last FAR 61.55 Captot Check _____

I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 92-579 (Privacy Act of 1974).

Date _____ Signature of Pilot _____

Special Use Operations	For Inspector's Use Only
Duty Approved For: (Inspector Shall Initial)	
____ Low-Level (Less than 500 Ft. Above the Surface) (6D)	____ Airtanker Pilot (AT)
____ Animal/Fowl, Surveillance/Control	____ Airtanker Pilot, "Initial Attack" (1A)
____ Mtn. Flying-Unimproved Strips (8A)	____ Airtanker Copilot (CP)
____ Snow (Ski) Operations (4)	____ Agriculture Application
____ Recon (USFS)	____ Other _____
	____ Fire Surveillance
	____ Smokejumper (2E)
	____ Paracargo (8E)
	____ Aerial Ignition (8)
	____ Other _____

Authorized Operations:

SEL _____ SES _____ MEL _____ MES _____ IFR, W/CP _____ IFR, Single Pilot _____

Make/Model (Type) Aircraft	Inspector's Signature	Agency	Date	Expiration Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Remarks: _____

SECTION C – CONTRACT TERMS AND CONDITIONS

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE
SERVICE CONTRACT ACT

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

A. EMPLOYEE CLASS

MONETARY WAGE

Aircraft Pilot, GS-11

\$ 27.03

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 907-271-5021 or submit a written facsimile request to 907-271-6446.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 31 DATED 11/29/10

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.27 - \$49.00

DOL WAGE DETERMINATION NO. 1995-0221, REV. 26 DATED 11/18/10

Area: Continental U.S.
Occupation: Aircraft Mechanic I Minimum Hourly Wage: \$27.80

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 31 and WD 1995-0221 Rev. 26

1. Health & Welfare: \$3.50 per hour or \$140.00 per week or \$606.67 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 31

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 26

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SECTION D--INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTIONS TO OFFERORS

INTRODUCTION

D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 13.5, Test Program for Certain Commercial Items.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUN 2008) [Tailored SEPT 2005]

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

D3 Proposals

To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

**Department of the Interior
Aviation Management
4405 Lear Court
Anchorage, AK 99502**

By facsimile: **907-271-6446**

D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability and flight time. Offerors may offer varying prices for option years. Compute the extended yearly amounts for availability by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well an amount for the total for all years. There are no totals to compute for flight time. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically).

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. **The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.**

D4.7 Offeror Capability Information. Offeror must include:

A completed copy of the Reference Questionnaire included in Section E.

D4.8 Period for Acceptance of Offers

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the dated specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 Data Universal Numbering System (DUNS) Number

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet

SECTION D--INSTRUCTIONS TO OFFERORS

office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the current exchange rate in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisition conducted using negotiation procedures:
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

D7.2 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior.

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

SECTION D--INSTRUCTIONS TO OFFERORS

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

EVALUATION OF PROPOSALS

The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) evaluated price, (3) aircraft capability and (4) offeror capability, as explained below.

D8 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet any of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D8.3 Unacceptable offers will be eliminated without considering aircraft payload, offeror capability or price.

D9 Evaluated Price

D9.1 The Government will apply the unit prices in acceptable offers to the quantities identified in Section A. Once the estimated evaluated prices of all acceptable offers have been determined, the Government will compare the

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

evaluated prices and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft payload or offeror capability. The Government will then perform a tradeoff analysis, as described below in D12 with the remaining offers.

D9.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D9.3 Evaluations will include all option periods.

D10 Aircraft Payload and Capability

The Government will evaluate the capability of your proposed aircraft to determine whether it is above, at, or below the Minimum Aircraft Requirements specified in Section A of this RFP. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor.

D11 Offeror Capability

The Government will evaluate your capability based on the following two subfactors:

D11.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered. We will not consider experience more than three (3) years old.

D11.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others; and it will not consider past performance more than three years old.

SECTION D--INSTRUCTIONS TO OFFERORS

D12 Tradeoff Analysis and Contractor Selection

The Government will select the Contractor by comparing the acceptable offers on the basis of proposed aircraft capability, offeror capability, and reasonableness of evaluated prices. If one offer is best on all the factors, then that offer will be selected as being the best value to the Government. If no offer is best on all the factors, then the Government will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. The Government will award the contract to the offer that has the best combination of aircraft capability, offeror capability, and evaluated price.

D13 Notice of Award

The Government will provide the successful Contractor with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

Note to offerors. Paragraph (c) does not apply to this solicitation. If you are not a US operator, paragraphs (d) through (k) also do not apply to this solicitation.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this BOEMRE – Turbine-powered multiengine, high wing Location: Deadhorse, AK

provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a BOEMRE – Turbine-powered multiengine, high wing Location: Deadhorse, AK

small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(1)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any BOEMRE – Turbine-powered multiengine, high wing Location: Deadhorse, AK

registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation)

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Not applicable to this solicitation)

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. (Not applicable to this solicitation)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

BOEMRE – Turbine-powered multiengine, high wing
Location: Deadhorse, AK

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does or does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☒ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code*. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation*. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) *Sanctioned activities relating to Iran*.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

52.209-7 Information Regarding Responsibility Matters. (JAN 2011)

(a) *Definitions*. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

OFFEROR NAME _____

SECTION E EXHIBITS

Offeror’s Miscellaneous Information

Aircraft Questionnaire

Reference Questionnaire

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

OFFEROR’S MISCELLANEOUS INFORMATION

Offeror's Company Name		
Offeror's DUNS Number		
Offeror's Complete E-mail Address		
Offeror's Office Telephone Number		
Offeror's Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name	Telephone
	2. Name	Telephone

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

Minimum Aircraft Requirements: Must have a Standard Airworthiness Certificate.			
An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.			
IFR/VFR, Day/Night and approved for known ice.			
Seating for two pilots plus four (4) passengers.			
Payload 700 pounds.			
Endurance five (5) hours plus 45-minute reserve in survey configuration: Two pilots (200 pounds each), 25-pound survival kit, all equipment as required in Section B, and 700-pound payload at 120 knots indicated airspeed and 1,000 feet above sea level.			
Stall speed, clean, not greater than 80 knots indicated speed.			
Vmc air not greater than 90 knots indicated airspeed.			
Two (2) bubble observation windows for passengers, one on each side of the aircraft.			
Camera port in the belly of the aircraft.			
Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats (<i>excludes pilot seat</i>)
Aircraft Equipped Weight (<i>Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below</i>)			
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (<i>If none, indicate NONE</i>)		Equipment to be Added to Meet the Aircraft Specifications Requirements (<i>If none, indicate NONE</i>)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED HOGE HIGE AIRCRAFT PAYLOAD (The aircraft make, model and HOGE HIGE payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)			

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,
- (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. Identify water/retardant bucket sizes appropriate for this contract. (See B6, Equipment Requirements)
 (appropriate capacities will be identified in the conformed contract)

--	--	--	--	--

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

WATER/RETARDANT BUCKET CAPACITY REQUIRED	1ST		2ND	
---	------------	--	------------	--

3. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

OFFEROR NAME:			DATE		
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #:	<input type="checkbox"/> Exclusive Use	Use Dates:		CHECK ALL THAT APPLY	
<input type="checkbox"/> None	<input type="checkbox"/> Call When Needed	TO		<input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #:	<input type="checkbox"/> Exclusive Use	Use Dates:		CHECK ALL THAT APPLY	
<input type="checkbox"/> None	<input type="checkbox"/> Call When Needed	TO		<input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #:	<input type="checkbox"/> Exclusive Use	Use Dates:		CHECK ALL THAT APPLY	
<input type="checkbox"/> None	<input type="checkbox"/> Call When Needed	TO		<input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #:	<input type="checkbox"/> Exclusive Use	Use Dates:		CHECK ALL THAT APPLY	
<input type="checkbox"/> None	<input type="checkbox"/> Call When Needed	TO		<input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			
Primary Type of Work Done:					
Location of Work Done:			A/C Make/Model Used:		
Contract #:	<input type="checkbox"/> Exclusive Use	Use Dates:		CHECK ALL THAT APPLY	
<input type="checkbox"/> None	<input type="checkbox"/> Call When Needed	TO		<input type="checkbox"/> 2010 <input type="checkbox"/> 2009 <input type="checkbox"/> 2008	
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:			
Client Telephone #:		Client Facsimile #:			